

In re:  
Judy L. Herr  
Debtor(s)

Case No. 17-15272-amc  
Chapter 13

## CERTIFICATE OF NOTICE

District/off: 0313-2  
Date Rcvd: Nov 04, 2020

User: Adminstra  
Form ID: pdf900

Page 1 of 2  
Total Noticed: 1

The following symbols are used throughout this certificate:

| Symbol | Definition   |
|--------|--|
| +      | Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP. |

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Nov 06, 2020:

| Recip ID | Recipient Name and Address                                      |
|----------|---|
| db       | + Judy L. Herr, 265 West Walnut Street, Marietta, PA 17547-1317 |

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.  
Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

## BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, \*duplicate of an address listed above, \*P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

## NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Nov 06, 2020

Signature: /s/Joseph Speetjens

## CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on November 4, 2020 at the address(es) listed below:

| Name                     | Email Address   |
|--------------------------|---|
| ALAIN V. GRBACH          | on behalf of Creditor PA Dept of Revenue avgrbach@aol.com   |
| ALAIN V. GRBACH          | on behalf of Debtor Judy L. Herr avgrbach@aol.com   |
| ALBERT JAMES MILLAR      | on behalf of Creditor PA Dept of Revenue RA-occbankruptcy3@state.pa.us RA-occbankruptcy6@state.pa.us  |
| BRIAN CRAIG NICHOLAS     | on behalf of Creditor Wilmington Savings Fund Society dba Christiana Trust not individually, but solely as Trustee for NYMT Loan Trust I bnicholas@kmlawgroup.com, bkgroup@kmlawgroup.com |
| CHRISTOPHER M. MCMONAGLE | on behalf of Creditor HMC ASSETS LLC SOLEY IN ITS CAPACITY AS SEPARATE TRUSTEE OF COMMUNITY DEVELOPMENT I TRUST cmcmmonagle@sterneisenberg.com, bkecf@sterneisenberg.com                  |

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KARINA VELTER

on behalf of Creditor Wells Fargo Bank N.A., d/b/a Wells Fargo Auto amps@manleydeas.com

KEVIN G. MCDONALD

on behalf of Creditor Wilmington Savings Fund Society dba Christiana Trust not individually, but solely as Trustee for NYMT  
Loan Trust I bkgroup@kmlawgroup.com

MATTEO SAMUEL WEINER

on behalf of Creditor Toyota Motor Credit Corporation bkgroup@kmlawgroup.com

POLLY A. LANGDON

on behalf of Trustee FREDERICK L. REIGLE ecfmail@readingch13.com

REBECCA ANN SOLARZ

on behalf of Creditor Wilmington Savings Fund Society dba Christiana Trust not individually, but solely as Trustee for NYMT  
Loan Trust I bkgroup@kmlawgroup.com

SCOTT F. WATERMAN (Chapter 13)

ECFMail@ReadingCh13.com

United States Trustee

USTPRegion03.PH.ECF@usdoj.gov

TOTAL: 12

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

|               |   |                         |
|---------------|---|-------------------------|
| <hr/>         | : | CHAPTER 13              |
|               | : |                         |
| JUDY L. HERR, | : | BANKRUPTCY NO. 17-15272 |
|               | : |                         |
| Debtor.       | : | THOMAS :                |
| <hr/>         | : |                         |

**ORDER**

**AND NOW**, upon consideration of the Motion of JUDY L. HERR, (the “Debtor”), for Authority to: (1) Sell Residential Real Property Located at 265 West Walnut Street, Marietta PA 117547 (the “Property”) Free and Clear of all Liens, Claims and Encumbrances Pursuant to 11 U.S.C. § 363 and (2) Compensate Real Estate Brokers (the “Motion”), and after notice to creditors and parties in interest; it is hereby

**ORDERED**, that the Motion is **GRANTED**; it is further

**ORDERED**, that pursuant to 11 U.S.C. § 363(b) and by the issuance of this Order, the Debtor is authorized, empowered and directed to execute and deliver the necessary documents to transfer and sell the Property to JXZ Realty, LLC, (the “Purchaser”) for the purchase price of \$96,500.00<sup>1</sup> pursuant to the terms and conditions of the Agreement of Sale (the “Agreement of Sale”) attached to the Motion as Exhibit “A” (if there is any inconsistency between the Agreement of Sale and this Order, this Order shall control); it is further

**ORDERED**, that the Debtor be and hereby is permitted to sell the Property to the Purchasers, free and clear of any and all liens, claims, security interests, mortgages, pledges,

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<sup>1</sup>

In accordance with the Agreement of Sale, the Purchasers have paid a deposit in the amount of \$5,000.00 which shall be credited at the time of closing on account of the purchase price.

charges, indentures, loan agreements, options, rights of first refusal, offsets, recoupments, rights of recovery, judgments, orders and decrees of any court or governmental entity, interest, successor, products, tax and other liabilities and claims against the Debtor or his property, of any kind or nature, whether secured or unsecured, choate, or inchoate, filed or unfiled, scheduled or unscheduled, notice or unnoticed, recorded or unrecorded, contingent or noncontingent, liquidated or unliquidated, matured or unmatured, known or unknown (collectively, the “Liens and Claims”) except for the First Mortgage held by NYMT LOAN TRUST 1 and the Municipal Lien In favor of Marietta Borough, which shall be paid, in full, at time of closing on the Property; it is further**ORDERED**, that the Liens and Claims shall attach to the proceeds of sale described herein, to the extent and with the priorities provided under applicable non-bankruptcy law, as such laws may be modified by the Bankruptcy Code; it is further

**ORDERED**, that the transfer of the Property to the Purchasers constitutes a legal, valid and effective transfer of the Property and shall vest the Purchasers with all right, title and interest of the Debtor in and to the Property, free and clear of all Liens and Claims; it is further

**ORDERED**, that the Purchase Price provided by the Purchasers for the Property is fair and reasonable. The Purchase Price was negotiated, proposed and entered into without collusion, in good faith and from an arm’s length bargaining position “within the meaning of § 363(f) of the Bankruptcy Code and *In re Abbotts Dairies of Pennsylvania, Inc.*, 788 F.2d 142 (3<sup>rd</sup> Cir. 1986)”; it is further

**ORDERED**, at closing on the Property, the Debtor is authorized to distribute the proceeds from the sale of the Property as follows:

(a) First, the amount needed to satisfy and pay, in full, any and all municipal liens due the applicable governmental authorities;

(b) Second, a full and complete payoff amount, subject to a proper payoff figure at the time of closing, to Fay Servicing, LLC, as servicer for Wilmington Savings Fund Society d/b/a/ Christiana Trust, not individually, but solely as Trustee for NYMT Loan Trust I, holder of the First Mortgage. Failure to pay the full amount will result in the First Mortgage not being divested at the time of sale;;

(c) Third, the sum of \$2,895.00 to Caldwell Banker Residential Brokerage and the sum of \$2,895.50 to Cavalry Realty for Brokers' Commissions;

(d) Fourth, to Debtor for her 11 U.S.C. Section 522(d)(1) Exemption; and

(e) The balance, if any, to Debtor's Trustee.

**BY THE COURT:**



**Date: November 4, 2020**

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HONORABLE ASHELY M. CHAN,  
U.S. BANKRUPTCY JUDGE